

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
WESTERN DIVISION**

VICKI A. FREEMAN,

PLAINTIFF,

vs.

HUMANA, INC.; and KANAWHA
INSURANCE COMPANY,

DEFENDANTS.

CASE NO. 14cv4073-MWB

COMPLAINT

COMES NOW the plaintiff and for her claims against the defendants, states:

1. The plaintiff Vicki A. Freeman is a citizen of the State of Iowa and a resident of Sioux City, Woodbury County, Iowa.
2. The defendant Humana, Inc. is a corporation organized under the laws of the State of Delaware and having its principal place of business at Louisville, Kentucky. At all times material hereto, said defendant was the Claims Administrator for a Group Long-Term Disability Insurance Policy, No. K100650002 issued by defendant Kanawha Insurance Company.
3. The defendant Kanawha Insurance Company is an insurance company organized under the laws of the State of South Carolina and having its principal place of business at Lancaster, South Carolina. Said defendant is authorized by the Iowa Insurance Commissioner to do business in the State of Iowa. At all times material hereto, said defendant was the Claims Administrator of a Group Long-Term Disability Insurance Policy, No. K100650002 issued by said defendant.
4. Jurisdiction of this court is based upon the Employee Retirement Income Security Act of 1974 (ERISA); and in particular, 29 USC§1132(e)(1) and 1132(f). Those provisions give the district courts of the United States jurisdiction to hear civil actions brought to recover

benefits due under the terms of an Employee Welfare Benefit Plan. In addition, this action may be brought before this court pursuant to 28 USC§1331, which gives the district court jurisdiction over actions that arise under the laws of the United States.

5. The defendants' denial of benefits to plaintiff, as described below, occurred in this district and venue is proper in this district.

6. At all times material hereto, plaintiff was insured under the Group Long-Term Disability Insurance Policy No. K100650002 issued by Kanawha Insurance Company to First Premier Bank and Premier Bankcard, L.L.C. of Sioux Falls, South Dakota, as administered by said defendants.

7. Plaintiff's Application for long-term disability benefits under the Group Long-Term Disability Insurance Policy, No. K100650002, was denied by defendants and said denial was arbitrary, capricious, unconscionable and unsupported by substantial evidence.

8. Plaintiff brings this claim pursuant to Section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA) and is a claim for benefits under the Employee Welfare Benefit Plan described herein. The plaintiff has exhausted her administrative remedies under said plan as confirmed to her in writing by the defendants on December 2, 2013.

9. Plaintiff seeks an award for all past benefits due under the plan and denied by defendants. Plaintiff seeks a declaration of the court with regard to her entitlement to future benefits under said plan. Plaintiff also requests an award of her attorney fees and expenses incurred in prosecuting this action.

WHEREFORE, plaintiff prays for judgment against the defendants, and each of them, jointly and severely, in an amount that will fairly compensate plaintiff for past benefits denied under the defendant plan plus interest as allowed by law and the costs of this action. Plaintiff

further prays for a declaration of the court with respect to defendants' obligation to pay benefits in the future to plaintiff as described in this Complaint. Plaintiff further prays for an award of her attorney fee and expenses incurred in the prosecution of this action.

LUNDBERG LAW FIRM, P.L.C.

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